

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO.

ROBERT HALF INTERNATIONAL, INC.  
Plaintiff

v.

PFPC DISTRIBUTORS, INC., f/k/a  
FIRST DATA CORPORATION, and  
KELLY SERVICES, INC.,  
Defendants

**01-40158-NMG**

**NOTICE OF REMOVAL**

To the Clerk of the above-entitled court:

PLEASE TAKE NOTICE that, pursuant to 28 U.S.C. §§ 1441(a) and 1446(a), Defendants PFPC Distributors ("PFPC") and Kelly Services, Inc. ("Kelly") hereby remove to this Court Civil Action No. 01-1458C from the Superior Court Department of the Trial Court, Worcester County, Commonwealth of Massachusetts, a state court within the District of Massachusetts, and state:

**INTRODUCTION**

1. This is a purported breach of contract suit in which the plaintiff, Robert Half International, Inc. seeks payment for the placement of temporary personal through and with the defendants. The plaintiff has asserted claims for breach of contract, unjust enrichment, quantum meruit and negligence. Plaintiff seeks damages in the amount of \$94,820.56 from each of the defendants. (Complaint, ¶¶ 142 and 154 and Request for Relief; Superior Civil Court Action Cover Sheet.)

2. This action was originally filed in the Massachusetts Superior Court for Worcester County as Civil Action No. C.A. 01-1458C.

**FILING FEE PAID:**

RECEIPT # 403537  
AMOUNT \$ 150.00  
BY DPTY CLK (RR)  
DATE 8/20/01

1

3. There is jurisdiction over this removed action pursuant to 28 U.S.C. §1441, because this action originally could have been filed in this Court pursuant to 28 U.S.C. §1332. Specifically, this suit is removable here because, as set forth more fully below, there is complete diversity of citizenship between the Plaintiff and the Defendants and the amount in controversy with respect to each defendant exceeds \$75,000, exclusive of interest and costs.

4. On or about July 17, 2001, Plaintiff filed his complaint in Worcester Superior Court. PFPC first received a copy of the Summons and Complaint by service made on July 20, 2001; Kelly first received a copy of the Summons and Complaint by service made on July 23, 2001. This Notice of Removal is therefore timely under 28 U.S.C. §1446(b).

5. Pursuant to 28 U.S.C. §1446(a), copies of all process, pleadings and orders served upon Defendants are attached hereto. Pursuant to Rule 81.1 of this Court, Defendants will file, within thirty days after filing this Notice of Removal, certified or attested copies of all records and proceedings in the Worcester Superior Court and a certified or attested copy of all docket entries in the Worcester Superior Court.

6. Pursuant to 28 U.S.C. §1446(d), Plaintiff is being provided with written notice of the filing of this Notice of Removal as evidenced by the attached certificate of service.

7. Pursuant to 28 U.S.C. §1446(d), a copy of this Notice of Removal is being filed with the Clerk of the Superior Court, Worcester County, on this date.

JURISDICTIONAL BASIS FOR REMOVAL

I. Complete Diversity

8. On information and belief, the plaintiff is a California corporation with a principal place of business in Pleasanton, California. Defendant PFPC is now, and was at the time this action was commenced, a corporation organized under the laws of the State of Massachusetts, with its principal place of business in the Westborough, Massachusetts. Defendant Kelly is now, and was at the time this action was commenced, a corporation organized under the laws of the State of Delaware, with its principal place of business in Troy, Michigan. Accordingly, complete diversity indisputably exists between Plaintiff and all Defendants.

II. Amount in Controversy

9. Plaintiff alleges that the defendants each breached a contract with the plaintiff to pay for temporary services provided by the plaintiff. The plaintiff seeks contractual damages in the amount of \$94,820.56 for each defendant. Accordingly, it is indisputable that the amount in controversy with respect to each defendant exceeds \$75,000, exclusive of interest and costs.

10. For all of the reasons set forth above, this Court has original jurisdiction over this action pursuant to 28 U.S.C. §1332 and the action is removable pursuant to 28 U.S.C. §1441. Each of the named defendants joins in this petition for removal.

WHEREFORE, Defendants pray that the above-captioned action be removed from the Superior Court, Worcester County, Commonwealth of Massachusetts, to the United States District Court for the District of Massachusetts.

Dated this 17<sup>th</sup> day of August, 2001.

PFPC Distributors, Inc.

By: 

Wm. Shaw McDermott, BBO# 330860  
Jeanne E. Demers, BBO # 561255  
KIRKPATRICK & LOCKHART LLP  
75 State Street  
Boston, MA 02109  
(617) 261-3100

KELLY SERVICES, INC.

By: 

Jaclyn L. Kugell, BBO# 561622  
Maura McLaughlin, BBO# 634923  
MORGAN, BROWN & JOY  
1 Boston Place  
Boston, MA 02109  
(617) 523-6666

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

A TRUE COPY ATTEST

DEPUTY SHERIFF

Superior Court  
Department of the Trial Court  
of the Commonwealth  
Civil Action

No. 01-1458C

ROBERT HALF INTERNATIONAL, INC.,

Plaintiff (s)

v.

FFPC DISTRIBUTORS, INC., f/k/a  
FIRST DATA CORPORATION, AND  
KELLY SERVICES, INC.,

Defendant (s)

SUMMONS

\* To the above-named Defendant: Kelly Services, Inc., 4400 Computer Drive, Westboro  
MA 01580.

You are hereby summoned and required to serve upon David M. Rosen, Harmon Law  
Offices, P.C., plaintiff's attorney,

whose address is P.O. Box 610389, Newton Highlands, MA 02461-0389,  
an answer to the complaint which is herewith served upon you, within 20 days after  
service of this summons upon you, exclusive of the day of service. If you fail to do so,  
judgement by default will be taken against you for the relief demanded in the complaint.  
You are also required to file your answer to the complaint in the SUPERIOR COURT  
Department of the Trial Court at WORCESTER either before service upon plaintiff's  
attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13 (a), your answer must state as a counter-  
claim any claim which you may have against the plaintiff which arises out of the  
transaction of occurrence that is the subject matter of the plaintiff's claim or you will  
thereafter be barred from making such claim in any other action.

Witness, SUZANNE V. DEL VECCHIO, Esquire, at Worcester, the 18th  
day of July in the year of our Lord two thousand and  
two

A TRUE COPY ATTEST

DEPUTY SHERIFF

Louise L. Lamoureux  
Clerk

NOTES:

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption.  
If a separate summons is used for each defendant, each should be addressed to that particular defendant.

PLEASE CIRCLE TYPE OF ACTION INVOLVED: TORT — MOTOR VEHICLE TORT —  
CONTRACT — EQUITABLE RELIEF — CH. 93A — MEDICAL MALPRACTICE — OTHER.

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

7-20-01  
A TRUE COPY ATTEST  
*[Signature]*  
DEPUTY SHERIFF

Superior Court  
Department of the Trial Court  
of the Commonwealth  
Civil Action

No. 01-14580

ROBERT HALF INTERNATIONAL, INC.,

Plaintiff (s)

v.

PFPC DISTRIBUTORS, INC., f/k/a  
FIRST DATA CORPORATION, AND  
KELLY SERVICES, INC.,

Defendant (s)

SUMMONS

- \* To the above-named Defendant: PFPC Distributors, Inc., f/k/a First Data Corp.,  
4600 Computer Drive, Westboro, MA 01580.

You are hereby summoned and required to serve upon David M. Rosen, Harmon  
Law Offices, P.C. plaintiff's attorney,  
whose address is P.O. Box 610389, Newton Highlands, MA 02461-0389  
an answer to the complaint which is herewith served upon you, within 20 days after  
service of this summons upon you, exclusive of the day of service. If you fail to do so,  
judgment by default will be taken against you for the relief demanded in the complaint.  
You are also required to file your answer to the complaint in the SUPERIOR COURT  
Department of the Trial Court at WORCESTER either before service upon plaintiff's  
attorney or within a reasonable time thereafter.

Unless otherwise provided by Rule 13 (a), your answer must state as a counter-  
claim any claim which you may have against the plaintiff which arises out of the  
transaction of occurrence that is the subject matter of the plaintiff's claim or you will  
thereafter be barred from making such claim in any other action.

Witness, SUZANNE V. DEL VECCHIO, Esquire, at Worcester, the 18th  
day of July in the year of our Lord two thousand and  
two.

*[Signature]*  
Clerk

NOTES:

1. This summons is issued pursuant to Rule 4 of the Massachusetts Rules of Civil Procedure.
2. When more than one defendant is involved, the names of all defendants should appear in the caption.  
If a separate summons is used for each defendant, each should be addressed to that particular defendant.

PLEASE CIRCLE TYPE OF ACTION INVOLVED: TORT — MOTOR VEHICLE TORT —  
CONTRACT — EQUITABLE RELIEF — CH. 93A — MEDICAL MALPRACTICE — OTHER.

- \* NOTICE TO DEFENDANT: You need not appear personally in court to answer the complaint, but  
if you claim to have a defense, either you or your attorney must serve a copy of your written  
answer within 20 days as specified herein AND also file the original in the Clerk's Office, Superior  
Court, Room 21.

*[Signature]*

**PROOF OF SERVICE OF PROCESS**

I hereby certify and return that on .....  
20....., I served a copy of the within summons, together with a copy of the complaint in this action,  
upon the within-named defendant, in the following manner (See Mass. R. Civ. P. 4(d) (1-5):  
.....  
.....  
.....

Dated: ....., 20.....

**N.B. TO PROCESS SERVER:**

PLEASE PLACE DATE YOU MAKE SERVICE ON DEFENDANT IN THIS BOX  
ON THE ORIGINAL AND ON COPY SERVED ON DEFENDANT.

, 20

COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

Superior Court  
Civil Action

No. 01-1458C

ROBERT HALF INTERNATIONAL, INC., ..... Plaintiff

v.

PEPC DISTRIBUTORS, INC., f/k/a  
FIRST DATA CORPORATION, AND  
KELLY SERVICES, INC., ..... Defendants

SUMMONS

(Mass. R. Civ. P. 4)

<b>County: Worcester</b>	
<b>PLAINTIFF(S)</b> <b>ROBERT HALF INTERNATIONAL, INC.</b>	<b>DEFENDANT(S)</b> <b>PFPC DISTRIBUTORS, INC., f/k/a FIRST DATA CORPORATION, AND KELLY SERVICES, INC.,</b>
<b>ATTORNEY, FIRM NAME, ADDRESS AND TELEPHONE (617) 558-8400</b> David M. Rosen, Esq. Harmon Law Offices, P.C. P.O. Box 510369, New Bedford, MA 02461 Board of Bar Overseers number: 552866	<b>ATTORNEY (if known)</b>

**Origin code and track designation**

Place an x in one box only:

<input checked="" type="checkbox"/> 1. F01 Original Complaint	<input type="checkbox"/> 4. F04 District Court Appeal c.231, s. 87 & 104 (trial) (X)
<input type="checkbox"/> 2. F02 Removal to Sup.Ct. C.231,s.104 (Before trial) (F)	<input type="checkbox"/> 5. F05 Reactivated after rescript; relief from judgment/Order (Mass.R.Civ.P. 60) (X)
<input type="checkbox"/> 3. F03 Retransfer to Sup.Ct. C.231,s.102C (X)	<input type="checkbox"/> 6. E10 Summary Process Appeal (X)

CODE NO.	TYPE OF ACTION (specify)	TRACK	IS THIS A JURY CASE?
A01	Contract	( F )	( ) Yes ( X ) No

The following is a full, itemized and detailed statement of the facts on which plaintiff relies to determine money damages. For this form, disregard double or treble damage claims; indicate single damages.

**TORT CLAIMS**  
(Attach additional sheets as necessary)

A. Documented medical expenses to date:

1. Total hospital expenses .....	\$ .....
2. Total Doctor expenses .....	\$ .....
3. Total chiropractic expenses .....	\$ .....
4. Total physical therapy expenses .....	\$ .....
5. Total other expenses (describe) .....	\$ .....
<b>Subtotal</b>	<b>\$ .....</b>

B. Documented lost wages and compensation to date .....

C. Documented property damages to date .....

D. Reasonably anticipated future medical and hospital expenses .....

E. Reasonably anticipated lost wages .....

F. Other documented items of damages (describe) .....

\$ .....

G. Brief description of plaintiff's injury, including nature and extent of injury (describe) .....

\$ .....

**TOTAL \$ .....**

**CONTRACT CLAIMS**  
(Attach additional sheets as necessary)

Provide a detailed description of claim(s):

This is an action to collect for contractual services performed by the plaintiff, Robert Half International, Inc. by placing several temporary employees with PFPC Distributors, Inc., f/k/a First Data Corporation through Kelly Services, Inc. Kelly Services, Inc. was the on-site personnel vendor for PFPC Distributors, Inc. f/k/a First Data Corporation. TOTAL \$94,820.

~~DISTRIBUTORS, INC. f/k/a First Data Corporation.~~

PLEASE IDENTIFY, BY CASE NUMBER, NAME AND COUNTY, ANY RELATED ACTION PENDING IN THE SUPERIOR COURT DEPARTMENT

"I hereby certify that I have complied with the requirements of Rule 5 of the Supreme Judicial Court Uniform Rule Dispute Resolution (SJC Rule 1:18) requiring that I provide my clients with information about court-connected dispute resolution services and discuss with them the advantages and disadvantages of the various methods."

Signature of Attorney of Record David M. Rosen DATE: 7/12/01

COMMONWEALTH OF MASSACHUSETTS

WORCESTER, ss.

SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT  
CIVIL ACTION NO. 01-1458C

ROBERT HALF INTERNATIONAL,  
INC.,

Plaintiff,

v.

PFPC DISTRIBUTORS, INC., F/K/A  
FIRST DATA CORPORATION, AND  
KELLY SERVICES, INC.

Defendant.

COMPLAINT

Introduction

This is an action to collect for contractual services performed by the plaintiff, Robert Half International, Inc. ("Robert Half"), by placing several temporary employees with PFPC Distributors, Inc., f/k/a First Data Corporation through Kelly Services, Inc. Kelly Services, Inc. was the on-site personnel vendor for PFPC Distributors, Inc. f/k/a First Data Corporation.

PARTIES

1. The Plaintiff, Robert Half, is a California corporation with a principal place of business at 5720 Stoneridge Drive, Suite Three, Pleasanton, CA 94588.

2. The Defendant, PFPC Distributors, Inc., f/k/a First Data Corporation (hereinafter "PFPC") is, upon information and belief, a business entity with a principle place of business at 4400 Computer Drive, Westboro, MA 01580.
3. The Defendant, Kelly Services, Inc., (hereinafter the "Kelly Services") is, upon information and belief, a business entity acting as the on-site personnel vendor for PFPC at the 4400 Computer Drive, Westboro, MA 01580.

**FACTS**

4. Robert Half is in the business of placing temporary and permanent employees in businesses throughout the United States.
5. During calendar years 1998-1999, Robert Half provided temporary employees to Kelly Services and PFPC. The employees names, dates of work and amount due are set forth as follows:

**Amey Hamlen**

6. Robert Half placed Amey Hamlen ("Hamlen") as an employee at PFPC's business on a temporary basis.
7. Hamlen worked at PFPC's business through the week ending February 13, 1998.
8. The total amount owed to Robert Half for services provided is \$881.50

**Chi Cuong Tran**

9. Robert Half placed Chi Cuong Tran ("Tran") as an employee at PFPC's business on a temporary basis.

10. Tran worked at PFPC's business through the weeks ending April 24, 1998, May 1, 1998, May 8, 1998, May 15, 1998, May 22, 1998, May 29, 1998, June 5, 1998, June 12, 1998, June 19, 1998, June 26, 1998, July 3, 1998, July 10, 1998, July 17, 1998, July 24, 1998, July 31, 1998, and August 21, 1998.
11. The total amount owed to Robert Half for services provided is \$10,808.60.

**Constance Marie Bush**

12. Robert Half placed Constance Marie Bush ("Bush") as an employee at PFPC's business on a temporary basis.
13. Bush worked at PFPC's business through the weeks ending July 31, 1998 and September 4, 1998.
14. The total amount owed to Robert Half for services provided is \$1,680.00.

**Cynthia Kinnecome**

15. Robert Half placed Cynthia Kinnecome ("Kinnecome") as an employee at PFPC's business on a temporary basis.
16. Kinnecome worked at PFPC's business through the weeks ending July 24, 1998, July 31, 1998 and August 7, 1998.
17. The total amount owed to Robert Half for services provided is \$1,518.75

**David Lebeso**

18. Robert Half placed David Lebeso ("Lebeso") as an employee at PFPC's business on a temporary basis.
19. Lebeso worked at PFPC's business through the weeks ending February 13, 1998 and March 27, 1998.
20. The total amount owed to Robert Half for services provided is \$3,180.00.

**David Zemack**

21. Robert Half placed David Zemack ("Zemack") as an employee at PFPC's business on a temporary basis.
22. Zemack worked at PFPC's business through the weeks ending February 19, 1998, May 8, 1998, September 4, 1998, September 11, 1998, September 18, 1998, September 25, 1998, October 2, 1998, October 9, 1998 and October 23, 1998.
23. The total amount owed to Robert Half for services provided is \$7,368.00.

**Dean Jacobus**

24. Robert Half placed Dean Jacobus ("Jacobus") as an employee at PFPC's business on a temporary basis.
25. Jacobus worked at PFPC's business through the week ending May 8, 1998.
26. The total amount owed to Robert Half for services provided is \$902.28.

**Debra Kay Waddell**

27. Robert Half placed Debra Kay Waddell ("Waddell") as an employee at PFPC's business on a temporary basis.
28. Waddell worked at PFPC's business through the week ending February 27, 1998.
29. The total amount owed to Robert Half for services provided is \$806.59.

**Diane S. Sigel**

30. Robert Half placed Diane S. Sigel ("Sigel") as an employee at PFPC's business on a temporary basis.
31. Sigel worked at PFPC's business through the weeks ending September 4, 1998, September 11, 1998, September 18, 1998, September 25, 1998, October 2, 1998, October 9, 1998, October 16, 1998, October 23, 1998, October 30, 1998, November 6, 1998, November 13,

1998, November 20, 1998, November 27, 1998, December 4, 1998, December 11, 1998 and December 18, 1998.

32. The total amount owed to Robert Half for services provided is \$11,076.33.

**Donna K. Ricci**

33. Robert Half placed Donna K. Ricci ("Ricci") as an employee at PFPC's business on a temporary basis.
34. Ricci worked at PFPC's business through the weeks ending April 30, 1998, May 14, 1998, May 21, 1998, May 28, 1998, June 18, 1998, June 25, 1998, July 2, 1998, July 9, 1998, July 16, 1998, July 23, 1998, July 30, 1998, September 11, 1998, January 29, 1999, March 5, 1999, April 16, 1999, May 7, 1999, June 4, 1999, June 11, 1999, August 13, 1999, August 20, 1999, August 27, 1999, September 3, 1999.
35. The total amount owed to Robert Half for services provided is \$16,029.78.

**Elaine Lee**

36. Robert Half placed Elaine Lee ("Lee") as an employee at PFPC's business on a temporary basis.
37. Lee worked at PFPC's business through the week ending June 5, 1998.
38. The total amount owed to Robert Half for services provided is \$895.26.

**Eleanor Randall**

39. Robert Half placed Eleanor Randall ("Randall") as an employee at PFPC's business on a temporary basis.
40. Randall worked at PFPC's business through the week ending April 10, 1998.
41. The total amount owed to Robert Half for services provided is \$448.50.

**Enrico Marconi**

- 42. Robert Half placed Enrico Marconi ("Marconi") as an employee at PFPC's business on a temporary basis.
- 43. Marconi worked at PFPC's business through the week ending May 8, 1998.
- 44. The total amount owed to Robert Half for services provided is \$110.40.

**James Wesley Devore**

- 45. Robert Half placed James Wesley Devore ("Devore") as an employee at PFPC's business on a temporary basis.
- 46. Devore worked at PFPC's business through the week ending April 3, 1998.
- 47. The total amount owed to Robert Half for services provided is \$3,640.00.

**Jeanette Molina**

- 48. Robert Half placed Jeanette Molina ("Molina") as an employee at PFPC's business on a temporary basis.
- 49. Molina worked at PFPC's business through the week ending July 3, 1998.
- 50. The total amount owed to Robert Half for services provided is \$3,000.00.

**Jennifer Jo Leary**

- 51. Robert Half placed Jennifer Jo Leary ("Leary") as an employee at PFPC's business on a temporary basis.
- 52. Leary worked at PFPC's business through the weeks ending March 27, 1998.
- 53. The total amount owed to Robert Half for services provided is \$2,500.00.

**Jennifer R. Tarlin**

- 54. Robert Half placed Jennifer R. Tarlin ("Tarlin") as an employee at PFPC's business on a temporary basis.
- 55. Tarlin worked at PFPC's business through the week ending March 27, 1998.
- 56. The total amount owed to Robert Half for services provided is \$551.00.

**Jenny I. Reardon**

- 57. Robert Half placed Jenny I. Reardon ("Reardon") as an employee at PFPC's business on a temporary basis.
- 58. Reardon worked at PFPC's business through the week ending June 5, 1998.
- 59. The total amount owed to Robert Half for services provided is \$180.00.

**Joseph F. Bazile**

- 60. Robert Half placed Joseph F. Bazile ("Bazile") as an employee at PFPC's business on a temporary basis.
- 61. Bazile worked at PFPC's business through the weeks ending April 24, 1998 and May 1, 1998.
- 62. The total amount owed to Robert Half for services provided is \$492.80.

**Judith Frances Moran**

- 63. Robert Half placed Judith Frances Moran ("Moran") as an employee at PFPC's business on a temporary basis.
- 64. Moran worked at PFPC's business through the week ending February 13, 1998.
- 65. The total amount owed to Robert Half for services provided is \$684.00.

**Karen B. Israel**

66. Robert Half placed Karen B. Israel ("Israel") as an employee at PFPC's business on a temporary basis.
67. Israel worked at PFPC's business through the weeks ending August 7, 1998, August 14, 1998 and September 4, 1998.
68. The total amount owed to Robert Half for services provided is \$1,286.40.

**Kurnia Hermawan**

69. Robert Half placed Kurnia Hermawan ("Hermawan") as an employee at PFPC's business on a temporary basis.
70. Hermawan worked at PFPC's business through the week ending April 24, 1998.
71. The total amount owed to Robert Half for services provided is \$369.60.

**Laksawan Wongworakan**

72. Robert Half placed Laksawan Wongworakan ("Wongworakan") as an employee at PFPC's business on a temporary basis.
73. Wongworakan worked at PFPC's business through the weeks ending March 20, 1998, April 24, 1998, May 8, 1998, and June 5, 1998.
74. The total amount owed to Robert Half for services provided is \$3,426.78.

**Laura Capehart**

75. Robert Half placed Laura Capehart ("Capehart") as an employee at PFPC's business on a temporary basis.
76. Capehart worked at PFPC's business through the week ending September 24, 1999.
77. The total amount owed to Robert Half for services provided is \$315.00.

**Marjorie Emerald McMeo**

- 78. Robert Half placed Marjorie Emerald McMeo ("McMeo") as an employee at PFPC's business on a temporary basis.
- 79. McMeo worked at PFPC's business through the week ending May 1, 1998.
- 80. The total amount owed to Robert Half for services provided is \$367.50.

**Michael T. Hanley**

- 81. Robert Half placed Michael T. Hanley ("Hanley") as an employee at PFPC's business on a temporary basis.
- 82. Hanley worked at PFPC's business through the weeks ending June 12, 1998, July 24, 1998, October 2, 1998, October 9, 1998 and October 23, 1998.
- 83. The total amount owed to Robert Half for services provided is \$3,348.80.

**Mohammed Majunder**

- 84. Robert Half placed Mohammed Majunder ("Majunder") as an employee at PFPC's business on a temporary basis.
- 85. Majunder worked at PFPC's business through the weeks ending May 1, 1998 and July 24, 1998.
- 86. The total amount owed to Robert Half for services provided is \$1,724.80.

**Nancy A. West**

- 87. Robert Half placed Nancy A. West ("West") as an employee at PFPC's business on a temporary basis.
- 88. West worked at PFPC's business through the week ending September 18, 1998.
- 89. The total amount owed to Robert Half for services provided is \$1,106.06.

**Nikola S. Tsaprev**

- 90. Robert Half placed Nikola S. Tsaprev ("Tsaprev") as an employee at PFPC's business on a temporary basis.
- 91. Tsaprev worked at PFPC's business through the weeks ending March 27, 1998, April 17, 1998, May 22, 1998, June 26, 1998 and July 3, 1998.
- 92. The total amount owed to Robert Half for services provided is \$3,515.60.

**Nitikit Ratasap**

- 93. Robert Half placed Nitikit Ratasap ("Ratasap") as an employee at PFPC's business on a temporary basis.
- 94. Ratasap worked at PFPC's business through the weeks ending April 24, 1998 and May 1, 1998.
- 95. The total amount owed to Robert Half for services provided is \$515.20.

**Paul T. Gardner**

- 96. Robert Half placed Paul T. Gardner ("Gardner") as an employee at PFPC's business on a temporary basis.
- 97. Gardner worked at PFPC's business through the weeks ending January 30, 1998, May 8, 1998 and May 15, 1998.
- 98. The total amount owed to Robert Half for services provided is \$2,477.75.

**Prasirt Lerkumnueychok**

- 99. Robert Half placed Prasirt Lerkumnueychok ("Lerkumnueychok") as an employee at the PFPC's business on a temporary basis.
- 100. Lerkumnueychok worked at PFPC's business from the week ending April 10, 1998, April 17, 1998, April 24, 1998, May 1, 1998, May 8, 1998, May 22, 1998, May 29, 1998, June 5,

1998, June 12, 1998, June 19, 1998, June 26, 1998, July 3, 1998, July 10, 1998, July 17, 1998, July 24, 1998, July 31, 1998, August 7, 1998, August 14, 1998, August 21, 1998, August 28, 1998, September 4, 1998, September 11, 1998, September 18, 1998, September 25, 1998, October 2, 1998, October 9, 1998, October 16, 1998, October 23, 1998, October 30, 1998, November 6, 1998, November 13, 1998, November 20, 1998, November 27, 1998, December 4, 1998, December 11, 1998, December 18, 1998, December 25, 1998, January 1, 1999, January 8, 1999, January 15, 1999, January 22, 1999, January 29, 1999, February 5, 1999, February 12, 1999, and February 19, 1999.

101. The total amount owed to Robert Half for services provided is \$32,556.60.

**Richard L. Casey, Jr.**

102. Robert Half placed Richard L. Casey, Jr. ("Casey") as an employee at PFPC's business on a temporary basis.
103. Casey worked at PFPC's business through the week ending May 1, 1998.
104. The total amount owed to Robert Half for services provided is \$919.94.

**Robert A. Podolak**

105. Robert Half placed Robert A. Podolak ("Podolak") as an employee at PFPC's business on a temporary basis.
106. Podolak worked at PFPC's business through the weeks ending April 24, 1998 and May 1, 1998.
107. The total amount owed to Robert Half for services provided is \$856.63.

**Scott Levine**

108. Robert Half placed Scott Levine ("Levine") as an employee at PFPC's business on a temporary basis.

- 109. Levine worked at PFPC's business through the week ending August 21, 1998
- 110. The total amount owed to Robert Half for services provided is \$598.95.

**Sean Michael Guerino**

- 111. Robert Half placed Sean Michael Guerino ("Guerino") as an employee at PFPC's business on a temporary basis.
- 112. Guerino worked at PFPC's business through the weeks ending May 8, 1998 and May 29, 1998.
- 113. The total amount owed to Robert Half for services provided is \$158.40.

**Thomas J. McLaughlin**

- 114. Robert Half placed Thomas J. McLaughlin ("McLaughlin") as an employee at PFPC's business on a temporary basis.
- 115. McLaughlin worked at PFPC's business through the weeks ending May 29, 1998 and June 5, 1998.
- 116. The total amount owed to Robert Half for services provided is \$2,656.00.

**Tsutomu Takahashi**

- 117. Robert Half placed Tsutomu Takahashi ("Takahashi") as an employee at PFPC's business on a temporary basis.
- 118. Takahashi worked at PFPC's business through the weeks ending May 1, 1998, May 8, 1998, May 15, 1998, May 22, 1998 and May 29, 1998.
- 119. The total amount owed to Robert Half for services provided is \$3,800.78.

**Vellayappan Subramaniam**

- 120. Robert Half placed Vellayappan Subramaniam ("Subramaniam") as an employee at PFPC's business on a temporary basis.

121. Subramaniam worked at PFPC's business through the weeks ending May 29, 1998, June 12, 1998, September 18, 1998, September 25, 1998, October 9, 1998, October 16, 1998, October 23 1998 and October 30 1999.

122. The total amount owed to Robert Half for services provided is \$6,921.20.

**Victor G. Ogutuga**

123. Robert Half placed Victor G. Ogutuga ("Ogutuga") as an employee at PFPC's business on a temporary basis.

124. Ogutuga worked at PFPC's business through the week ending February 13, 1998.

125. The total amount owed to Robert Half for services provided is \$165.75.

**William T. O'Dell**

126. Robert Half placed William T. O'Dell ("O'Dell") as an employee at PFPC's business on a temporary basis.

127. O'Dell worked at PFPC's business through the weeks ending April 24, 1998 and May 1, 1998.

128. The total amount owed to Robert Half for services provided is \$492.80.

129. The Conditions of Assignment that appear on the bottom portion of the time sheets, representing the weeks worked by each above mentioned employee, indicate that signature of the time sheet constitutes acceptance of the terms of the Conditions of Assignment. The Conditions of Assignment provide that Robert Half bills weekly for hours worked by temporary employees. A true and accurate copy of the Conditions of Assignment is attached hereto as "Exhibit A" and specifically incorporated herein by reference.

130. On or about August 4, 2000, a written demand was made upon PFPC to pay for services rendered in connection with the employees referenced above. A true and accurate copy of the demand is attached hereto as Exhibit "B" and specifically incorporated herein by reference.
131. On or about April 25, 2001, a written demand was made upon PFPC through the Chief Legal Counsel to pay for services rendered in connection with the employees referenced above. A true and accurate copy of the demand is attached hereto as Exhibit "C" and specifically incorporated herein by reference.
132. Despite demand, PFPC has failed to pay the amount due and owing.
133. Kelly Services was responsible for submitting Robert Half's time sheets to PFPC f/k/a First Data Corporation for approval and payment.
134. As of June 25, 2001, PFPC remains indebted to Robert Half in connection with the services provided by the employees above referenced in the amount of \$94,820.56, which takes into consideration and gives PFPC credit for payments made after the invoices were generated.

#### COUNT I

##### **(Breach of Contract by PFPC Distributors, Inc. f/k/a First Data Corp.)**

135. The Plaintiff repeats and reavers the allegations contained in Paragraphs 1 through 134 of this Complaint as if fully set forth herein.
136. The Defendant, PFPC Distributors, Inc. f/k/a First Data Corporation, agreed to pay Robert Half for the employee placement services provided.
137. The Defendant, PFPC Distributors, Inc. has breached the terms of the contract by failing to pay for services rendered.

138. Accordingly, the Plaintiff is entitled to judgment against the Defendant, PFPC Distributors, Inc., in the sum of \$94,820.56, pursuant to the terms of the Conditions of Assignment.

**COUNT II**

(Unjust Enrichment of PFPC Distributors, Inc. f/k/a First Data Corp.)

139. The Plaintiff repeats and reavers the allegations contained in Paragraphs 1 through 138 of this Complaint as if fully set forth herein.
140. The Defendant, PFPC Distributors, Inc., has received the benefits of employment placement services provided by Robert Half and has failed to pay for Robert Half's services.
141. The Defendant, PFPC Distributors, Inc., will be unjustly enriched if it does not pay Robert Half for the services provided.
142. Accordingly, the Defendant, PFPC Distributors, Inc., is liable to the Plaintiff in the amount of \$94,820.56, pursuant to the terms of the Conditions of Assignment, under the principles of unjust enrichment.

**COUNT III**

(Quantum Meruit)

143. The Plaintiff repeats and reavers the allegations contained in Paragraphs 1 through 142 of this Complaint as if fully set forth herein.
144. The Plaintiff provided services to PFPC with a value of \$94,820.56.
145. Accordingly, PFPC is liable to the Plaintiff for the sum of \$94,820.56.

**COUNT IV**

(Unjust Enrichment of Kelly Services, Inc.)

146. The Plaintiff repeats and reavers the allegations contained in Paragraphs 1 through 145 of this Complaint as if fully set forth herein;

147. Kelly Services was the on-site personnel vendor and benefited from the employees placed by Robert Half at PFPC's offices;
148. Kelly Services has been unjustly enriched to the extent that Kelly Services received payment from PFPC I/k/a First Data Services for services provided by Robert Half's temporary employees and failed to forward such payment to Robert Half;
149. Accordingly, the Defendant, Kelly Services, is liable to the Plaintiff in the amount of \$94,820.56, under the principles of unjust enrichment.

**COUNT V**  
**(Negligence of Kelly Services)**

150. The Plaintiff repeats and reavers the allegations contained in Paragraphs 1 through 149 of this Complaint as if fully set forth herein;
151. The Plaintiff says that due to Kelly Services' negligence in acting as a vendor, Plaintiff has been damaged in the amount of \$94,820.56;

**COUNT VI**  
**(Breach of Contract by Kelly Services)**

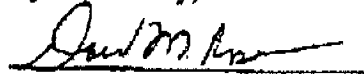
152. The Plaintiff repeats and reavers the allegations contained in Paragraphs 1 through 151 of this Complaint as if fully set forth herein.
153. The Plaintiff says that Kelly Services breached its contract with Plaintiff by failing to properly administer its services to ensure that Plaintiff was paid for the services it provided.
154. As a result of Defendant's breach, Plaintiff has been damaged in the amount of \$94,820.56.

**WHEREFORE**, the Plaintiff, Robert Half International, Inc. prays that:

1. Pursuant to Counts I, II and III, this Court enter judgment against the Defendant, PFPC Distributors, Inc., in the amount of \$94,820.56;

2. Pursuant to Counts VI, V and VI this Court enter judgment against the Defendant Kelly Services, Inc., in the amount of \$94,820.56;
3. The Court award Robert Half its attorneys fees and costs for bringing this action;
4. The Court grant such other further relief as it deems just and appropriate.

ROBERT HALF INTERNATIONAL, INC.  
By Its Attorney,



David M. Rosen

BBO #552866

Veronica C. Viveiros

BBO #631233

HARMON LAW OFFICES, P.C.

150 California Street, Newton, MA 02458


MAILING ADDRESS: P.O. Box 610389

Newton Highlands, MA 02461-0389

(617) 558-0500

DATED: July 12, 2001



 Robert Half International Inc.

60 Temple Place, 1st Floor, Boston, MA 02111-1306  
(617) 832-0700 ext. 288 Fax (617) 832-0713

FPC Inc.  
Attn: Kathy Taylor - Accounting Manager  
400 Computer Drive  
Mailstop 2AW90  
Westboro MA 01581

August 4, 2000

Dear Ms. Taylor,

Re our August 2, 2000 telephone conversation I have enclosed documentation of First Data's delinquent balance with our organization. The outstanding balance is \$134,334.33. You will recall that the invoices included in this package were incurred at a time when Kelly Services was First Data's on site personnel vendor. Kelly funneled First Data requests for temporary help to Robert Half and we billed you directly for the service provided.

Over the past year and a half we have been working diligently with Kelly to try to resolve the remaining outstanding balance for services rendered. The main issue seems to be that our temps documented their hours worked on Robert Half document stock rather than Kelly's. In any the event the services were rendered and are ultimately owed. Any help you can provide in helping to resolve this matter would be greatly appreciated. I can be reached at 617-832-0700 ext.288 with any questions, comments or concerns.

Thanks again for your attention to this matter, I look forward to working with you to resolve this issue.

Sincerely,

*Thomas M. Mello per C.R.*

Thomas M. Mello

Cathy Cobb - Kelly Services  
Jim Davis - Robert Half International  
William Hayes - Robert Half International

EXHIBIT

R

LAW OFFICES

BURNETT & MATTHEWS LLP

A LIMITED LIABILITY PARTNERSHIP

660 NEWPORT CENTER DRIVE, SUITE 340

NEWPORT BEACH, CALIFORNIA 92660

TELEPHONE (949) 729-0705

TELECOPIER (949) 729-0620

Arturo E. Matthews, Jr.  
Attorney at Law

April 25, 2001

By Federal Express

Mary J. Hackett, Esq.  
Chief Counsel-Litigation  
PNC  
249 Fifth Avenue, 21<sup>st</sup> Floor  
Pittsburgh, Pennsylvania 15222

Re: Robert Half International, Inc. ("RHII")/First Data

Dear Mary:

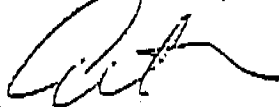
Enclosed are copies of those invoices and corresponding timesheets (where available) that give rise to RHII's claim in this matter. You will note that the invoices total \$134,254.33. Of this amount, invoices totaling \$41,819.02 do not have accompanying timesheets. These invoices apparently fall into the category of those where the original timesheet presented to Kelly Services by RHII was not thereafter presented to First Data for approval.

The remaining invoices totaling \$92,435.31 are accompanied by appropriate timesheets.

You will note that the amount of the invoices exceeds that set forth in our prior demand letter. Apparently, credits and/or payments were made subsequent to the generation of these invoices leaving a balance due of \$94,820.56.

Request is made that your staff review the enclosed documents and compare them with your records. I am hopeful that we can reach an amicable resolution of this matter and request that you contact me by Friday, May 4, 2001 to discuss this matter further.

Very truly yours,



Arturo E. Matthews, Jr.

ME:cjb  
enclosures

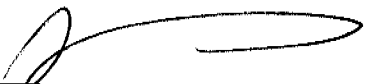
EXHIBIT

### **CERTIFICATE OF SERVICE**

I, Jeanne E. Demers, hereby certify that on August 20, 2001, I served a copy of the foregoing via first class mail to the following:

Jaclyn L. Kugell, Esq.  
Maura McLaughlin,  
MORGAN, BROWN & JOY  
1 Boston Place  
Boston, MA 02109

David M. Rosen, Esq.  
Harmon Law Offices, P.C.  
150 California Street  
Newton, MA 02458

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Jeanne E. Demers

## CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

### I. (a) PLAINTIFFS

Robert Half International, Inc.

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF California  
(EXCEPT IN U.S. PLAINTIFF CASES)

### DEFENDANTS

PFPC Distributors, Inc. f/k/a First Data Corp.  
and Kelly Services, Inc.

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Worcester  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

### (c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

David M. Rosen (617-558-0500)  
Harmon Law Offices  
150 California Street (P.O. Box 610389)  
Newton, MA 02458

ATTORNEYS (IF KNOWN) Wm. Shaw McDermott, Jeanne E. Demers  
Kirkpatrick & Lockhart, LLP, 75 State Street  
Boston, MA 02109 (617-261-3100)  
Jaclyn L. Kugell, Morgan, Brown & Joy,  
1 Boston Place, Boston, MA 02109 (617-523-6666)

### II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

### III. CITIZENSHIP OF PRINCIPAL PARTIES

(For Diversity Cases Only)

(PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- |   | PTF                                   | DEF                        |   | PTF                                   | DEF                                   |
|---|---------------------------------------|----------------------------|---|---------------------------------------|---------------------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1            | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4            | <input checked="" type="checkbox"/> 4 |
| Citizen of Another State                | <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input checked="" type="checkbox"/> 5 | <input type="checkbox"/> 5            |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6            | <input type="checkbox"/> 6            |

### IV. NATURE OF SUIT

(PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY</b> <input type="checkbox"/> 362 Personal Injury — Med. Malpractice <input type="checkbox"/> 365 Personal Injury — Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS — Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights <b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <b>HABEAS CORPUS:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition			

### V. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 Original Proceeding  
☒ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

### VI. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

Breach of Contract

### VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 ☐

DEMAND \$ 94,820.56

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ YES ☐ NO

### VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

8-20-01

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

1. TITLE OF CASE (NAME OF FIRST PARTY ON EACH SIDE ONLY) Robert Half International  
v. PFPC Distributors, Inc.
2. CATEGORY IN WHICH THE CASE BELONGS BASED UPON THE NUMBERED NATURE OF SUIT CODE LISTED ON THE CIVIL COVER SHEET. (SEE LOCAL RULE 40.1(A)(1)).
- I. 160, 410, 470, R.23, REGARDLESS OF NATURE OF SUIT.
- II. 195, 368, 400, 440, 441-444, 540, 550, 625, 710, 720, 730,  
740, 790, 791, 820, 830, 840, 850, 890, 892-894, 895, 950.
- X   III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310,  
315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371,  
380, 385, 450, 891.
- IV. 220, 422, 423, 430, 460, 510, 530, 610, 620, 630, 640, 650, 660,  
690, 810, 861-865, 870, 871, 875, 900.
- V. 150, 152, 153.
3. TITLE AND NUMBER, IF ANY, OF RELATED CASES. (SEE LOCAL RULE 40.1(E)).  
Not Applicable
4. HAS A PRIOR ACTION BETWEEN THE SAME PARTIES AND BASED ON THE SAME CLAIM EVER BEEN FILED IN THIS COURT? No
5. DOES THE COMPLAINT IN THIS CASE QUESTION THE CONSTITUTIONALITY OF AN ACT OF CONGRESS AFFECTING THE PUBLIC INTEREST? No  
IF SO, IS THE U.S.A. OR AN OFFICER, AGENT OR EMPLOYEE OF THE U.S. A PARTY? (SEE 28 USC 2403) No
6. IS THIS CASE REQUIRED TO BE HEARD AND DETERMINED BY A DISTRICT COURT OF THREE JUDGES PURSUANT TO TITLE 28 USC 2284? No
7. DO ALL PARTIES IN THIS ACTION RESIDE IN THE CENTRAL SECTION OF THE DISTRICT OF MASSACHUSETTS (WORCESTER COUNTY) - (SEE LOCAL RULE 40.1(C)). YES No OR IN THE WESTERN SECTION (BERKSHIRE, FRANKLIN, HAMPDEN OR HAMPSHIRE COUNTIES)? - (SEE LOCAL RULE 40.1(D)). YES No
8. DO ALL OF THE PARTIES RESIDING IN MASSACHUSETTS RESIDE IN THE CENTRAL AND/OR WESTERN SECTIONS OF THE DISTRICT? YES Yes (a) IF YES, IN WHICH SECTION DOES THE PLAINTIFF RESIDE? Central (Westborough)
9. IN WHICH SECTION DO THE ONLY PARTIES RESIDING IN MASSACHUSETTS RESIDE? Central (Westborough)
10. IF ANY OF THE PARTIES ARE THE UNITED STATES, COMMONWEALTH OF MASSACHUSETTS, OR ANY GOVERNMENTAL AGENCY OF THE U.S.A. OR THE COMMONWEALTH, DO ALL OTHER PARTIES RESIDE IN THE CENTRAL SECTION N/A OR WESTERN SECTION

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME Jeanne E. Demers, Kirkpatrick & Lockhart LLPADDRESS 75 State Street, Boston, MA 02109TELEPHONE NO. (617) 261-3100

(Category.frm - 09/92)